



**DEKALB BLOWER, INC. PURCHASE ORDER
TERMS AND CONDITIONS**

DKB FORM: TERMS-REV.PO-07 12-1-2017

ACCEPTANCE [CONTRACT]: Seller agrees that Buyer's terms ("Buyer" as DeKalb Blower, Inc.) and conditions are binding upon Seller and that any other terms or conditions which may be contained in Seller's documents (including, without limitation, Seller's form of acceptance) or indicated by Seller in any manner whatsoever shall be deemed null and void, notwithstanding that any such document may be issued or that such terms and conditions may be indicated on a date later than the date of this order. The performance (including partial performance) of this Order by Seller shall constitute acceptance hereof and agreement to a contract containing the terms and conditions set forth herein. If Seller wishes to take exception to any of these terms and conditions the Seller shall do so in writing prior to performing this Order. Delivery of any of the products services specified in this order shall constitute acceptance by Seller of Buyer's terms and conditions. "Seller" as used herein refers to the party to whom this Order is issued to and includes any other party who is responsible for performing the Order. Acceptance of this Order is limited to the terms hereof. Any terms proposed by Seller which purport to add to, vary from or conflict with the terms herein shall be void and the terms stated herein shall govern. Any Seller proposed terms that are in addition to or conflict with the terms set forth herein, shall not be enforceable against Buyer unless there is a separate written agreement, signed by an authorized representative of Buyer, clearly and unequivocally stating Buyer's agreement to such additional or conflicting terms. This order shall be binding upon Seller and their respective heirs, executors, administrators, successors, and permitted assignees and inure to the benefit of Buyer.

TAXES: Applicable sales, import, export, or any similar tax duties to be listed separate on invoice(s). Buyer will provide and seller will accept applicable tax exemption form on applicable purchases.

CHANGES: Buyer may at any time by written change make changes to the drawings, designs and/or specifications applicable to the goods and /or services ordered hereunder and the method of shipping & packaging. If any such changes affect the price of the work, material cost or the time required to perform such work, Buyer may make equitable adjustments in the purchase price, or the delivery schedule or both. Any claim for adjustment must be asserted in writing within 5 days from the date the change is ordered. Seller shall not make any changes in the nature of any services or in the design or composition of any goods ordered hereunder without prior written consent by an authorized representative of Buyer. Buyer may make changes in quantities, drawings, specifications, delivery schedules, method of shipment and packaging, by Written notice at any time. In such event, an increase or decrease in price or in the time required for performance shall be settled by negotiation between the parties.

TRANSPORTATION, PACKING, SHIPMENT, AND DELIVERY: Unless otherwise specified with the Order, all charges for packing, crating, hauling, storage and transportation to point of delivery, are included in the purchase price. All shipments must be accompanied by packing slips containing the Buyer's part number, manufacturer's part number, PO line item number, a description of the articles, the Order number. Any unnecessary expense resulting from mis-routed shipments shall be charged to Seller. Seller shall send Buyer a notice of shipment at the time of shipment which shall set out this order number, the products shipped, the shipping method and the shipping route. All products shipped, or their containers shall be tagged or marked with this order number. If shipments are not accompanied by a packing slip, Buyer's count shall be conclusive. Seller will promptly notify Buyer in writing of any and all events which could affect Seller's ability to make deliveries at the specified times or in the specified quantities. The fact that such notice is given, shall not affect or diminish any obligations of Seller hereunder. Buyer may but is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. Seller shall suitably pack, mark and ship all goods to prevent damage and in accordance with the requirements of common carriers. No charges will be assessed to the buyer for the cost of shipping, storage, demurrage, insurance, inspection, testing, packing, packing materials unless specified in this order or agreed to by an authorized representative of Buyer. Buyer expressly reserves the right to change delivery schedules. If this order requires or authorizes the delivery of goods in separate lots to be separately accepted and if any goods or tender do not conform hereto, Buyer may reject any or all goods affected or the entire installment or, at its sole election may reject any undelivered installments. Delivery dates specified herein are of the essence of the Agreement, deliveries not made on the date or dates specified may be canceled and/or rejected by Buyer. Seller shall reimburse Buyer for any expenses incurred by Buyer as a result of improper packing, marking or routing.

INSPECTION / REJECTION: Buyer or its representative may but shall not be obligated to inspect and test all products which are the subject of this order at any time and at any place upon reasonable notice to Seller. Buyer has the right to inspect the goods and to reject any or all goods that, in Buyer's reasonable judgment, are defective. In addition to whatever rights Buyer may have, goods so rejected, may be returned to Seller at Seller's expense. Buyer may also charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. If any inspection or test is made on the premises of the Seller or any of its subcontractors, the Seller or subcontractor as applicable shall provide such facilities and assistance as may be necessary for the safety and convenience of the person(s) carrying out such inspection or test without additional charge. No inspection or testing shall affect or diminish any duties or obligations of the Seller under this order. Buyer shall be notified in advance of any inspection or test to be performed and shall be provided with the results of such inspection and tests forthwith upon completion thereof. If any discrepancies or conflicts exist between this order and any of the drawings, plans, specifications and other documents attached hereto or referred to herein, they shall be brought to the Buyer's attention immediately. Pending Buyer's resolution of such discrepancies or conflicts, Seller shall not proceed with any of the work in question unless approved in writing.

TITLE AND RISK OF LOSS: Unless otherwise provided, Title to and risk of loss of products sold under this order shall pass to Buyer upon Seller's delivery of the products to Buyer at FOB or CIF point specified in this order, save and except that if part payments or progress payments are made by Buyer, title to products in respect of which such payments are made shall pass to Buyer upon the first of such payments being made to Seller. If the goods are to be shipped from a location outside the USA, the shipping terms are Incoterm DDP at the point of destination set forth on the face of the Order. Title shall pass from Seller and Seller's responsibility for loss or damage shall cease, except for loss or damage resulting from Seller's negligence, when the goods are delivered at the destination specified on the face of the Order Seller warrants that it will convey to Buyer full title to the products sold thereunder free and clear of any and all liens, claims, encumbrances and interests of any third parties. Passage of title shall not release Seller from its obligations under this order nor be construed as a waiver by Buyer of its right to reject products which fail to meet any warranty or condition expressed or implied.

INTELLECTUAL PROPERTY DATA: Buyer retains ownership of all proprietary data disclosed to Seller by Buyer in connection with this order and identified by Buyer as such in any manner. In no event shall Seller disclose any of Buyer's proprietary data to any other person without the prior written consent of an authorized representative of Buyer. Seller shall deliver to Buyer all copies of Buyer's proprietary data, drawings and customer information immediately upon request.

PATENTS, TRADE MARKS, COPYRIGHTS: Seller represents and warrants that none of the manufacture, sales or use of any product sold hereunder infringes any foreign or domestic patent, trademark, copyright, industrial design right or other proprietary right and agrees to indemnify and save harmless Buyer, its successors, assignees, subcontractors, and customers, any person for whom Purchasing acts as agent and any user of such product from and against all claims, liabilities, losses, damages, injuries, costs and expenses which they or any of them may suffer or incur as a result of any claim, demand, action, or proceeding alleging any such infringement

LIABILITIES & WARRANTIES: In addition to all other warranties and conditions expressed or implied by law, Seller warrants the equipment/material at buyers site including replacement parts, shipping costs, supervision and labor for period which will not exceed 18 months from the date of shipment. It is a condition of this order that all products sold under this order will conform strictly with and operate as specified in the drawings, samples,

specifications and documents furnished or adopted by Buyer. In the event that products do not at any time meet the requirements of this order, Buyer may, at its option, reject or return products for full credit or refund or for replacement, repair or correction, all at Seller's expense, Buyer may terminate this order in whole or in part for Seller's default or in the event that Seller does not repair, replace or correct products promptly, all at Seller's expense. Buyer shall promptly notify Seller of any such infringement claim being made against it.

Seller warrants that all goods and services covered by this order shall be of good quality and free from all defects in design and workmanship, conform to all specifications, drawings, description and samples furnished, specified or adopted by Buyer, shall be merchantable and suitable, sufficient for their intended purposes and shall be free of any claim of any third party, whether or not Seller is a merchant with respect to such goods. Acceptance and/or payment for goods and/or services shall not constitute a waiver of warranties. Seller warrants that all goods provided by Seller hereunder: shall be of good quality and free from defects; shall conform to all specifications, drawings, samples or other data or description specified by Buyer or furnished by Buyer and upon which this Order is based; shall be fit and sufficient for the purpose intended; shall be merchantable; shall function properly; and shall be free of any liens, encumbrances, or claims of any third party. Such warranties shall be in addition to those available at law Buyer's approval of any sample shall not relieve Seller from responsibility to deliver goods and to perform service conforming to specifications, drawings and descriptions. Seller warrants that goods furnished hereunder and the sale or use thereof do not and will not infringe any U.S. or Foreign Letters, Patent, Trademark, Copyright or other proprietary or similar rights. Seller will, at its own expense, defend any suit that may arise in respect thereto. Seller shall be liable for and shall indemnify and hold harmless the Buyer from all claims, liabilities and damages (including without limitation, direct, indirect or consequential damages) injuries, losses, costs and expenses suffered or incurred by Buyer arising out of or related to breach of the aforesaid warranties and conditions.

TOOLING & PATTERNS: Any designs, sketches, drawings, blueprints, patterns, dies, molds, tools, gauges or equipment are made or procured by Seller specifically for producing the products covered by this order, then immediately upon manufacture or procurement they shall become the property of Buyer without charge and shall be held by Seller at Seller's risk until delivered to Buyer. This material shall be identified as the property of Buyer and shall not be mixed with the property of the Seller or that of a third party. It shall not be moved from the Seller's premises without Buyer's prior written approval, and shall, upon request of Buyer, be immediately delivered by Seller to Buyer at any location designated by Buyer. The FOB point will be the Seller's plant, and be properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property.

INSURANCE AND INDEMNIFICATION: If Seller is to perform any services for Buyer on any premises owned or controlled by Buyer or elsewhere, Seller agrees to keep the premises and work free and clear of all mechanics' liens, and furnish to Buyer proper affidavits and/or waivers certifying thereto. Seller agrees to provide and maintain insurance coverage, until the work is completed and accepted by Buyer, and to furnish Certificates from its insurance carriers showing that it carries insurance in the following minimum limits: Workmen's Compensation in the amount of statutory limits for the State or States in which the work is to be performed; General Public Liability \$1,000,000 each person, \$1,000,000 each accident and Property Damage, including, where applicable, coverage for damage caused by blasting, collapse or structural injury, and/or damage to underground utilities, \$1,000,000 each accident and \$1,000,000 aggregate; \$1,000,000 each accident and Property Damage, \$1,000,000 each accident. Perform the work at Seller's sole risk prior to its written acceptance by Buyer and replace at Seller's sole expense all work damaged or destroyed by any cause whatsoever. Indemnify and hold Buyer harmless against any and all loss or expense, direct or indirect, relating to any damage or injury to property or person, including, without limitation, damage or injury to Seller's or Buyer's employees or property, arising from or in connection with the performance of the work called for hereby, and any damage or injury caused by or arising from any act, negligence, omission or default on the part of Seller's officers, agents or employees of which may be attributable to the use of any tools, equipment, materials or other property belonging to Buyer. Carry Workers' Compensation Insurance covering all employees to be used by Seller in connection with such work and public liability insurance covering Seller's liability hereunder. Prior to commencing work hereunder, furnish to Buyer certificates of its insurance carrier showing that such Workers' compensation and liability and property damage insurance is in force. Seller agrees to defend, indemnify and hold harmless Buyer and/or its customers, against any and all damages, liability, claims, losses and expenses (including claims for incidental, consequential or special damages and including attorneys' fees and expenses), whether for death, personal injury, or damage to property, arising out of the production, sale or delivery of the goods, or resulting in any way from failure of the goods supplied to meet specifications or warranties or to be otherwise free of defects, and/or from any incident or event while the goods are being transported or delivered to Buyer, and/or from acts or omissions of Seller, Seller's agents, or Seller's employees or subcontractors. Seller agrees to hold Buyer harmless from liability, as well as from all loss, damage, costs and expenses, in the event of any claim of infringement of any intellectual property right, including but not limited to patent, trademark or copyright infringement by reason of the use or sale of the goods by Buyer, or its sub-purchasers, regardless of whether the goods are made to Buyer's own specifications, provided the goods are used as normally intended.

COMPLIANCE WITH LAW: By acceptance hereof Seller warrants that in its performance hereunder it will comply with all applicable federal, provincial and local laws, rules, regulations, administrative and executive orders, and pertinent governmental procurement regulations. If goods ordered hereunder are to be used in Buyer's place of employment, Seller warrants that such goods will be in compliance with then applicable standards, rules, regulations, and orders thereunder. If services required hereby affect Buyer's place of employment or fixtures or goods therein, Seller warrants that Buyer's place of employment, fixtures and goods insofar as such services affect it or them will be in compliance with the then applicable standards, rules, regulations, and orders thereunder. Seller agrees to indemnify Buyer for any loss or expense, direct or indirect, sustained by reason of Seller's failure to comply with any applicable federal, provincial, state and local laws, rules, regulations, administrative and executive orders, and pertinent governmental procurement regulations. The terms and conditions of this order shall be governed by and construed in accordance with the laws of all applicable therein. This order and all drawings, plans, specifications and other documents attached hereto or referred to herein contain the entire agreement between the parties as to the subject matter of this order and no addition to or modification of any of the foregoing shall be binding upon Buyer unless agreed to in writing by an authorized representative of Buyer. Time shall be of the essence of this order. The rights and remedies available to Buyer under the terms and conditions of this order shall be cumulative and in addition to those implied or available by law.

INVOICING: Seller shall paper mail invoices to Buyer immediately after shipment of goods. Unless written notice to the contrary is given to Buyer by Seller prior to shipment, all invoices for goods shipped on this order shall be tendered by and payable to Seller. When prepaid transportation charges are for Buyer's account, Instruction will be provided and or Seller is required to comply. Buyer will compute invoice payment dates from the date invoices are received by Buyer. Unless otherwise specified in Seller's Purchase Order, payment shall be made by Buyer net sixty (60) days following invoice date, invoice receipt, or the complete, correct and accepted delivery of products or services, whichever occurs latest. Partial deliveries will not be accepted without the prior written consent or written request of Buyer.

CONFIDENTIALITY & DISCLOSURE OF INFORMATION: Any un patented knowledge or information concerning Seller's products, methods, or manufacturing processes which may be disclosed to Buyer shall, unless Buyer otherwise specifically agrees in writing, be deemed to have been disclosed as a part of the consideration for this order, and Seller shall not assert any claim against Buyer as a result of Buyer's use thereof. All drawings, patterns, specifications, samples or other goods furnished by Buyer to Seller for tendering or production or any other purposes, shall be strictly confidential and returned to Buyer at Buyer's request upon completion or termination of the work or activity for which the same were finished.

SERVICES OR REPAIRS: Buyer may repair defective goods and correct defective workmanship and charge Seller with the cost thereof. If any of the goods furnished under this order are composed of more than one part, Seller shall furnish Buyer such quantity of component parts as Buyer

may order at prices in proportion to the prices specified for the complete unit, notwithstanding such parts are ordered after this order has been otherwise performed.

ASSIGNMENT: Seller shall not assign or subcontract out the work which is the subject of this order, in whole or in part without prior written consent of Buyer. Seller may not assign any right or interest in this order or the Agreement which results thereof and may not delegate the performance of any Seller's obligations to Buyer without Buyer's written permission. Any attempt by Seller to make any such assignment or delegation without such consent shall be wholly void and totally ineffective for all purposes. Buyer and Seller as used in this order shall include the heirs, executors or administrators, or successors or assignees, of those parties, subject to the provisions of this paragraph.

DEFAULT: In addition to and without prejudice to all other rights and remedies which Buyer may have under this order or at law as a result thereof, in the event that Seller is in default at any time of any of the terms or conditions of this order, Buyer may terminate this order in whole or in part.

CANCELLATION: Buyer reserves the right to cancel this order in whole or in part if: In the event of any such cancellation, Buyer shall have the right, in addition to any rights available to it for breach of contract: To refuse to accept delivery of goods. To return to Seller any goods already delivered and to recover all payments made therefore and for expenses incident thereto. To recover any advance payments to Seller for undelivered or returned goods. To purchase elsewhere and charge Seller with any losses resulting thereof. Buyer's right to return goods is not affected by any assignment of monies due or to become due by the terms of this order. Buyer may cancel any part of this order for any goods which have not actually been shipped by Seller or for any services which have not actually been performed by Seller. Upon such cancellation Buyer shall be charged only: The price provided for herein for conforming goods actually delivered and services actually performed; and Seller's actual costs for undelivered goods (including sums payable or paid by Seller to settle obligations assumed under the authority of this order), such total charge to be in no event greater than the price provided for herein. Upon such payment, all goods, whether in process or finished, shall become Buyer's property. The goods do not conform to Seller's warranties contained herein or any other warranties made by Seller to Buyer. Seller fails to make deliveries as directed by Buyer. Seller breaches any other terms or conditions contained herein or any representation by Seller proves to have been false when made. Seller is insolvent; a petition is filed by or against Seller for reorganization for adjudication as a bankrupt. Seller makes an assignment for benefit of creditors, a receiver or trustee is appointed for Seller or for any of Seller's assets, or any other type of insolvency proceeding or any formal or informal proceeding for the dissolution or liquidation of settlement of claims against or winding up of affairs of Seller is commenced by or against Seller.

-* This agreement cannot be modified in any way except in writing signed by all the parties to this agreement. This agreement will be governed by and constructed in accordance with the laws of the state of Illinois, including the Illinois Uniform Commercial Code and the seller and buyer hereby attorn to the jurisdiction of the courts of the state of Illinois. Except where otherwise stated in this agreement, all terms employed in this agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the state of Illinois. If any clause in this agreement is held unconscionable by any court or jurisdiction, arbitration panel, the clause will be deleted from this agreement and the balance of this agreement will remain in full force.